



Water Works Plant ~ 1020 Canal Rd. ~ Lafayette, IN 47904

March 22, 2022

Board of Public Works & Safety
20 North Sixth Street
Lafayette, IN 47901

Dear Board Members:

You have before you a Proposal of Professional Services from Wessler Engineering for Phase two implementation services for the City's Well Head Protection Plan for the next five year period (2022-2026). The cost is broken down over a five year period as follows for a total of \$30,000.00.

2022: \$8,000.00

2023: \$6,000.00

2024: \$6,000.00

2025: \$5,000.00

2025: \$5,000.00

Respectfully submitted,

A handwritten signature in black ink that reads "Steve Moore". The signature is written over a circular stamp or seal that is partially visible on the left side of the page.

Steve Moore, Superintendent
Lafayette Water Works

December 17, 2021

Mr. Steve Moore, Superintendent
Lafayette Water Works
1020 Canal Road
Lafayette, Indiana 47904

Re: Proposal for Professional Services
Wellhead Protection Implementation

Dear Mr. Moore and Members of the Board of Public Works and Safety:

We are pleased to present this Proposal to the City of Lafayette, Indiana (hereinafter referred to as OWNER) to provide Professional Services in conjunction with Wellhead Protection Program Implementation.

I. PROJECT DESCRIPTION

Phase II WHP plan implementation services for the next 5-year period (2022-2026). The City of Lafayette's Phase II WHP Plan Five-Year Update Survey is due to the Indiana Department of Environmental Management (IDEM) on May 3, 2026, to document that the WHP program is continually implemented. Herein referred to as PROJECT.

II. SCOPE OF PROFESSIONAL SERVICES – BASIC SERVICES

Wessler Engineering, Inc. (ENGINEER) shall provide the following Professional Services:

- A. ENGINEER shall facilitate and organize an annual Local Planning Team meeting each year from 2022 to 2026. The goal of the meetings will be to document the WHP implementation tasks that have been completed in the previous year, review the list of potential contaminant sources for known changes, and discuss implementation tasks to be completed in the upcoming year.
- B. Review and update the list of potential contaminant sources for changes in site activities, owners, and regulatory activities using the city GIS and IDEM's Virtual File Cabinet. Develop a notification letter for potential contaminant sources and include information regarding the availability of the WHP Plan, educational information, and procedures to follow in the event of a spill. Update the Potential Contamination Source Map as needed. Letters to be mailed by OWNER.
- C. Review and update the list of property owners in the sanitary setback of the wells.

Develop a notification letter that includes educational materials on area management, storage and mixing of chemicals, and spill procedures. Letters to be mailed by OWNER.

- D. Review and update the list of active, inactive, and abandoned wells for changes using the city GIS and the Indiana Department of Natural Resources' (IDNR) Water Well Record Database. Develop a notification letter on proper abandonment of wells and include information regarding best management practices for operating, maintaining, and properly abandoning wells. Letters to be mailed by OWNER.
- E. Conduct a search of the IDNR Division of Oil and Gas to identify existing and/or abandoned natural gas wells within the WHPA. Develop a notification letter that includes information regarding best management practices for operating, maintaining, and properly abandoning wells. Letters to be mailed by OWNER.
- F. Develop notification letters for other land uses (agricultural, mineral rights, transportation, recreational areas, septic system, etc.) as needed and provide applicable educational information. Letters to be mailed by OWNER.
- G. Develop a notification letter to city and county agencies responsible for septic systems and abandoned wells. Letters to be mailed by OWNER.
- H. Develop a notification letter to city and county agencies responsible for future development and relay information on concerns within the WHP Area. Letters to be mailed by OWNER.
- I. Provide educational materials specific to the protection of groundwater to be distributed through the Water Works Department or to be posted on the City's webpage to inform residents and commercial property owners of WHP concerns. Provide example language to be included on the website and in the Drinking Water Annual Report on WHP.
- J. Provide an education article regarding Wellhead Protection to be published in the local newspaper or on the city webpage.
- K. Review and update the public outreach and educational program for the WHP Program.
- L. Review and update the Contingency Plan and provide notification letters to emergency response agencies informing them of the emergency contacts for WHP in the event a spill occurs. Develop a training outline for local emergency response agencies.
- M. Provide a checklist to the OWNER for in-house training for Utility employees

regarding WHP issues and the use, application, storage, mixing, loading, and transportation of chemicals within the sanitary setbacks. Training to be conducted by OWNER or employees may attend the Local Planning Team meeting for training.

- N. Compile implementation information into the Phase II Five Year Update Survey form and complete necessary paperwork due to IDEM by May 3, 2026. Coordinate with IDEM for additional information as needed until approval is received.
- O. On an as-needed basis, ENGINEER shall provide consultation, technical assistance and administrative support on matters associated with implementing the WHP Plan. Tasks may include assistance with implementing those management and contingency strategies developed as part of the Phase I and Phase II WHP Plans.

III. ADDITIONAL PROFESSIONAL SERVICES

If authorized in writing by the OWNER, ENGINEER agrees to furnish, or obtain from others, Additional Professional Services in conjunction with the PROJECT.

IV. INFORMATION TO BE PROVIDED BY OWNER

The OWNER shall provide the following:

- A. Electronic files for the potential contaminant source map.
- B. Water well pump data if not available through IDNR.

V. COMPENSATION

In accordance with the Standard Terms and Conditions of the AGREEMENT, ENGINEER shall provide the Professional Services for which OWNER shall compensate ENGINEER as follows:

- A. Compensation for Professional Services described in Article II shall be on a time and materials basis in the not-to-exceed amount of \$26,800.00 as follows. ENGINEER may allocate dollars between the individual years within the total not-to-exceed fee; however, the total not-to-exceed fee shall not be exceeded without prior written approval of the OWNER.

<i>Year</i>	<i>Fee</i>
2022	\$8,000.00
2023	\$6,000.00
2024	\$6,000.00
2025	\$5,000.00
2026	\$5,000.00
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Total =	\$30,000.00

- B. Compensation for Additional Services, if requested in writing, shall be on a time and materials basis as mutually agreed to by OWNER and ENGINEER.
- C. Professional Services performed on a time and materials basis shall be invoiced by ENGINEER monthly based upon the actual hours and reimbursable expenses incurred in performing the services per ENGINEER's Hourly Rate and Reimbursement Expense Schedule in effect at the time the services are performed.

VI. SCHEDULE

Tasks described in Article II shall be implemented by the due date required by IDEM. The OWNER and ENGINEER will determine a routine time to conduct the annual Local Planning Team meeting.

VII. STANDARD TERMS AND CONDITIONS


The Standard Terms and Conditions of this Proposal are included as Attachment No. 1.

If this Proposal meets with your approval, it will become a Professional Services AGREEMENT by signing in the space provided below and will serve as our written Notice-to-Proceed upon the signature date. Please return one fully executed copy for our file and record.

This AGREEMENT may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same AGREEMENT. An electronic, telecopied, or facsimile signature shall be equivalent to and as binding as an original signature.

IN WITNESS WHEREOF, the parties have made and executed this Professional Services AGREEMENT, this _____ day of _____, 20_____.

ENGINEER
WESSLER ENGINEERING, INC.



Martin A. Wessler, P.E.
CEO

Attest: 
Amy L. Harvell, CHMM, RPC
Environmental Services Sr. Project Manager

OWNER
BOARD OF PUBLIC WORKS & SAFETY
CITY OF LAFAYETTE, INDIANA

Gary Henriott, President

Norm Childress, Member

Amy Moulton, Member

Cindy Murray, Member

Ron Shriner, Member

Attest: _____
Mindy Miller, Deputy Clerk

Date: 12/17/2021

Date: _____

ADDRESS FOR GIVING NOTICE:
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, IN 46227

ADDRESS FOR GIVING NOTICE:
Lafayette Water Works
1020 Canal Road
Lafayette, IN 47904

ALH: 2021-12-20/ Y:/02 Proposals/Lafayette/P03429/Lafayette WHP Implementation

Attachments: No. 1 – Standard Terms and Conditions
No. 2 – 2022 Hourly Rate and Reimbursable Expense Schedule
No. 3 – E-Verify Affidavit

ATTACHMENT NO. 1

STANDARD TERMS AND CONDITIONS

1. Basic Agreement

A. Engineer shall provide, or cause to be provided, the Basic Services as described in this Agreement, and Owner shall pay Engineer for such Services.

2. Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses, if any.

3. Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. In no event shall payments be delayed more than 90 days. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

4. Design without Construction Phase Services

A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

5. Termination

A. This Agreement may be terminated by either party by thirty days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

B. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and

Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

6. Owner's Responsibilities

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and specify any design and construction standards that Owner requires be included in the Drawings and Specifications.

B. Designate in writing a person authorized to act as the Owner's representative. The Owner or his representative shall receive and examine documents submitted by the Engineer, interpret and define the Owner's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the Engineer's services.

C. Furnish to the Engineer all available existing information for service and utilities locations, easements, right-of-way, encroachments, and zoning and deed restrictions.

D. Provide for full and free access for the Engineer to enter upon all property required for the performance of the Engineer's services under this Agreement.

E. Provide legal, accounting and insurance counseling services as necessary for the Project.

F. Pay for placement and payment for advertisement for Bids in appropriate publications, and all permit fees for agency approval of the Project.

G. Furnish above services at the Owner's expense and in such manner that the Engineer may rely upon them in the performance of his services under this Agreement.

H. Give prompt notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or other event, which may substantially affect the Engineer's performance of services under this Agreement.

7. Dispute Resolution

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Mediation or exercising their rights under law.

B. If Mediation is invoked, the Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually agreed upon party. If such mediation is unsuccessful in resolving the Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

C. In the event of any dispute between the parties arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees.

8. Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 8.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9. General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. This Agreement is to be governed by the laws of the State of Indiana.

C. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

D. To the fullest extent permitted by law, Owner and Engineer agree to indemnify and hold the other (and their respective officers, directors, partners, agents, consultants, and employees) harmless, from and against liability for all claims, costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, arising out of or relating to the Project, to the extent such claims, losses damages or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Owner and Engineer, they shall be borne by each party in proportion to its negligence.

E. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or by the other's employees and agents.

F. The Engineer agrees to maintain records of payroll costs, including fringe benefit costs, and actual out-of-pocket costs on a generally recognized accounting basis and shall be available to the Owner during the life of this Agreement at mutually convenient times.

G. The Engineer shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater: **General Liability** (including automobile) with a combined single limit of \$2,000,000. The Owner shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Engineer's insurance shall be written on a "primary" basis and the Owner's insurance program shall be in excess of all of Engineer's available coverage. **Worker's Compensation** at the statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of Owner. **Professional Liability** for protection against claims arising out of performance of professional services caused by negligent error, omission or act in the amount of \$2,000,000. The Engineer shall provide to Owner Certificates of Insurance indicating the aforesaid coverage. For projects involving construction, Owner agrees to require its construction contractor(s), if any, to include Engineer as an additional insured on its policies relating to the Project.

H. In the event any provisions of this Agreement shall be held to be invalid and non-enforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

10. Subconsultants

A. Subconsultants to the Engineer are listed in the Agreement.

B. Engineer may add, remove, or replace Subconsultants listed in the Agreement for reasonable cause with prior written approval of the Owner.

C. In the event Owner does not approve the addition of a Subconsultant, or the replacement of a Subconsultant listed in the Agreement, and Engineer cannot reasonably perform the Services intended for said Subconsultant, Owner agrees to contract directly with an entity qualified and capable of performing said Services. Owner further releases Engineer from all liability associated with the performance of said entity's Services.

11. Iran Contract Provision

A. Pursuant to Indiana Code 5-22-16.5, Engineer hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

ATTACHMENT NO. 2

2022 HOURLY RATE and REIMBURSABLE EXPENSE SCHEDULE

<u>Position</u>	<u>Hourly Rate*</u>
Principal Engineer	\$235
Senior Project Manager I/II	\$200/\$225
Senior Project Engineer I/II	\$200/\$225
Project Manager I/II	\$155/\$165
Assistant Project Manager	\$130
Project Engineer I/II/III/IV	\$125/\$135/\$155/\$165
Engineer	\$110
Electrical/Control System Senior Project Manager I/II	\$200/\$235
Electrical/Control System Senior Project Engineer I/II	\$200/\$235
Electrical Project Manager I/II	\$160/\$170
Electrical Project Engineer I/II/III/IV	\$125/\$135/\$160/\$170
Electrical Engineer	\$115
Control System Engineer I/II/III/IV	\$115/\$135/\$155/\$170
Control System Technician	\$90
Environmental Services Senior Project Manager I/II	\$155/\$165
Environmental Services Project Manager I/II	\$135/\$145
Environmental Services Assistant Project Manager	\$110
Environmental Scientist I/II/III	\$85/\$95/\$105
CAD Manager I/II	\$125/\$160
GIS Manager I/II	\$120/\$150
Senior Designer I/II	\$120/\$135
Designer	\$110
GIS Technician I/II	\$90/\$100
Technician I/II/III/IV	\$65/\$85/\$95/\$105
Senior Resident Project Representative I/II	\$115/\$125
Resident Project Representative I/II/III/IV	\$65/\$85/\$95/\$105
Field Services Manager I/II	\$120/\$135
Registered/Professional Land Surveyor	\$180
Survey Manager	\$130
Survey Crew Chief I/II	\$90/\$100
Project Analyst I/II	\$100/\$110
Project Coordinator	\$90
Project Administrator	\$60

Reimbursable Expenses shall be charged as follows:

<u>Item and Unit</u>		<u>Unit Cost</u>
Mileage (per mile)		At current IRS published rate
Copies:(each) Black & White	8.5"x11" / 11"x17"	\$0.20
	24"x36"	\$1.00
Color	8.5"x11" / 11"x17"	\$0.25/\$0.50
Plots-Bond: (each)	12"x18"/ 24"x36"	\$0.50/\$1.00
GPS Survey Equipment/Robotic Total Station/ GPS Map Kit		\$25.00 per hour
Drone Equipment		\$25.00 per hour
Postage/shipping/freight, Lodging and Per Diems		At Cost
Subcontractor/Subconsultant fees		Cost + 10%
eCommunication Construction Software License through Eastern Engineering (per project)		At Cost

This Schedule is subject to change.

January 1, 2022

ATTACHMENT NO. 3

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Engineer entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Engineer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Engineer, being first duly sworn, deposes and states that the Engineer does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Owner, the undersigned Engineer will enroll in and agrees to verify the work eligibility status of all its new hired employees through the E-Verify program.

(Engineer): Wessler Engineering, Inc.

By (Written Signature): 

(Printed Name): Brent A. Siebenthal

(Title): President

Important — Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

SS:

COUNTY OF MARION

Subscribed and sworn to before me this 4th day of January, 2021.



(Signed) 

Dawn M. Keyler

My commission expires September 12, 2021

Residing in Marion County, State of Indiana